



ANL-71A (October 1, 2006)

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Bldg. 201 OCF-PRO, 9700 S. Cass Ave., Lemont, IL 60439
(CONTRACT NO. DE-AC02-06CH11357)

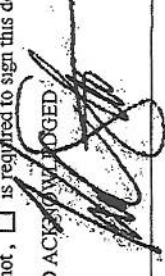
TO: AIP PUBLISHING LLC

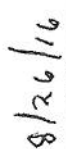
1305 WALT WHITMAN ROAD
SUITE 300
MELVILLE, NY 11747-4300

Award No.: 61-30482	Modification No.: M0002	Date: 08/24/2016
F.O.B. TERMS: FOB Destination	Cash Terms: Net 30 days	Buyer/Specialist: Jackie Arriga
<input type="checkbox"/> SUPPLEMENTAL AGREEMENT Suppliers should sign below and return signed copies to Argonne National Laboratory.		
<input checked="" type="checkbox"/> CHANGE ORDER Signature not required. Retain copy for future use and information.		
<input type="checkbox"/> ADMINISTRATIVE For informational use, retain copy for records.		

EXCEPT AS DETAILED HEREIN ALL OTHER TERMS AND CONDITIONS AND INSTRUCTIONS OF THE ORIGINAL AWARD AND PREVIOUS MODIFICATIONS ISSUED REMAIN UNCHANGED.			
PREVIOUS AMOUNT \$	\$0.00	TOTAL ADDITIONS \$	\$0.00
TOTAL DEDUCTIONS \$	\$0.00	Total Revised Amount	\$0.00
Obligated Amount	\$0.00		

Contractor ☒ is not, ☐ is required to sign this document and return -0- copies to the Procurement Official.

ACCEPTED AND ACKNOWLEDGED: 

BY:  DATE: 8/26/16

IMPORTANT

This Award is exempt from Illinois Occupation and Use Taxes and from Manufacturers and Retailers Federal Excise Taxes. The purchase hereunder is for the exclusive use of a nonprofit educational organization registered with the District Director, Internal Revenue Service, Chicago, Illinois under no. 36-73-0120-F, E9936-2058-02.

SIGNED FOR THE LABORATORY

Digital Signed By:
Jackie Arriga, Procurement Specialist I DATE: 08/24/2016

Argonne
NATIONAL
LABORATORY



PO: 61-30482 SCHEDULE B - Line Items

Effective Date changed from 01/07/2016 to 08/24/2016

Line Item 0002 was added:

Quantity Ordered	: 1.
Unit of Quantity	: EA
Unit Price	: \$0.00
Line Item Name	: Agreement with AIP
Description	: To add Digital Archive Standard License Agreement as Appendix E to Award #61-30402. List of Participating Institutions: National Renewable Energy Lab



UChicago Argonne LLC
Attachment E

**AIP PUBLISHING LLC
DIGITAL ARCHIVE STANDARD
LICENSE AGREEMENT**

This Agreement is entered into as of the 12th day of August, 2016, by and between

AIP Publishing LLC (hereinafter referred to as "AIP" or "Publisher"), a not-for-profit 501(c)(3) corporation with its principal place of publishing business at 1305 Walt Whitman Road, Suite 300, Melville, NY 11747-4300,

And UChicago Argonne, LLC ("the Licensee"), having a principal place of business at 700 South Cass Avenue, Lemont IL 60439.

WHEREAS, AIP publishes the scientific journals listed in Appendix A, including online historical archives of back issues as indicated by the date ranges shown in Appendix A, and

WHEREAS, the Licensee wishes to license such historical digital archives for perpetual rights, subject to this Agreement, and

WHEREAS, the Licensee wishes to access the digital archive online via the AIP Scitation® online hosting platform, where the archive will be maintained and may be periodically enhanced with additional features and updated with additional citation data, subject to this Agreement,

THEREFORE, the Publisher and the Licensee (hereinafter, "the Parties") agree as follows:

1. DEFINITIONS

a. The "Digital Archive" (or "the Archive") means the electronic versions of those journals listed in Appendix A for the date ranges shown therein, as further defined in and subject to the provisions of this Section 1.a.

1. Hosting. These journals are hosted on and made available through AIP's Scitation® electronic publishing platform operated by AIP, which also includes other features and content copyrighted by AIP.

2. Editorial Discretion. As editor and/or publisher, AIP may discontinue any journal listed on Appendix A, introduce new journals, or merge existing journals with any other journal (which may or may not be listed in Appendix A), and to develop changes in the Scitation electronic publishing platform. Any licensing of new content beyond that of the Archive defined in Appendix A may be subject to additional fees. Any transfer or divestiture will be subject to Section 2.b.

3. Temporal Limitation on the Scope of the Archive. The Digital Archive is limited to include all material published in the journals listed in Appendix A from their first date of publication through 1998. Licensee access to additional years of AIP publications, if agreed by AIP and Licensee, may be subject to additional fees.

- b. "Authorized Internet Address" is defined in Section 4.
- c. "Authorized Users" is defined in Section 3.
- d. "Permitted Uses" is defined in Section 5.
- e. "Territory" means USA.

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8. FEES AND PAYMENTS

a. **License Fee.** The Licensee agrees to pay, within 30 days upon receipt of the Publisher's invoice, the Digital Archive License Fee, as shown in Appendix B, for the grant of perpetual rights to the content of the journals listed in Appendix A for the date ranges shown therein. No further payment for this content, in the prevailing digital format available at the effective date of this Agreement, is required. Such payment shall be non-refundable except under Section 12.

b. **Annual Maintenance Fee.** There are no annual fees associated with the Digital Archive as long as Licensee maintains an active, paid subscription account with AIP. If Licensee lapses all AIP subscriptions or other annual payments and maintains access only to the Digital Archive, AIP may impose an annual fee for the maintenance, enhancements, and customer service associated with the Archive. In 2016, that fee is (AVS \$500) per annum and subject to change thereafter.

c. **Transfer Fee.** If Licensee requests the transfer of the Archive from the AIP Scitation® servers to the computer network of the Licensee or to a third-party hosting and access provider that is acceptable to both Parties, under the terms of Section 2.b, a one-time transfer fee of \$500 will apply.

d. **Enforcement Costs.** Any direct costs incurred by AIP in enforcing this Agreement if Licensee or any of its Authorized Users is in breach of the terms and conditions may be recovered from Licensee as determined by a court of competent jurisdiction.

9. DURATION OF AGREEMENT; TERMINATION

a. **Commencement.** The Agreement becomes effective when AIP receives:

1. A copy of this License Agreement signed by an authorized employee of the Licensee; and
2. Payment of the Digital Archive License Fee shown in Appendix B.

Once effective, this Agreement provides access to the Digital Archive from the effective date of this Agreement until and unless Licensee exercises its right to transfer the Archive to its own computer network under Sections 2.b and 2.c.

b. **Termination.**

1. **Breach.** This Agreement will terminate following thirty (30) days' prior written notice that any term or condition of this Agreement is violated for any reason, knowingly or unknowingly, provided that violation is not remedied with all reasonable haste (and in any event not more than in 30 days) upon notification. The foregoing notwithstanding, AIP reserves the right to suspend access to any individual IP address or address range immediately upon detecting a breach of this Agreement by a person or persons at the IP addresses in question. AIP will use reasonable efforts to notify the Licensee as soon as practicable of such violation by sending an e-mail to the authorized agent address included in this Agreement. Should the Licensee fail or be unable to remedy any ongoing violation of this Agreement, the Publisher may, in its sole discretion, choose, in lieu of termination, to suspend access to the Digital Archive on the Scitation® platform and instead deliver the content of the Archive, as described in Section 2, to the Licensee for use on its own computer network. Licensee's continuing non-compliance after such delivery of the content of the Archive may result in termination without further notice.

2. **Non-Payment of Annual Maintenance Fee.** This Agreement will terminate no later than March 31 of any given year for which AIP has not received payment of the Annual Maintenance Fee, if required under section 8.b, for access via the Scitation hosting platform. In such circumstance, the Publisher and the Licensee may agree to transfer the Archive to the Licensee's computer network, with no further service provided by AIP.

c. **Consequences of Breach.** In the event of termination of this Agreement for any reason, the license to the content paid for by the Licensee in the form of the Digital Archive License Fee shall be extended in perpetuity to the Licensee. In such case, continued usage of the Digital Archive under the license granted under Section 2 shall continue to be subject to the terms and conditions of Sections 3, 5, 6, 9, 10, 12, and in perpetuity.

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Contact person responsible for administration of online journals:

Publisher: Arlene Gonzalez
Sales Support Manager
AIP Publishing LLC
1305 Walt Whitman Road
Suite 300
Melville, NY 11747-4300

Tel. +1 516-576-2413
Fax +1 516-576-2272
Email: agonzalez@aip.org

Licensee: William M. Walsh
UChicago Argonne LLC
Procurement Operations Manager

Tel. +1 630-252-7045
Email: wmw Walsh@anl.gov

All notices required under this Agreement shall be considered given when deposited in the U.S. or local mail, certified, return receipt requested, addressed to the respective parties as follows. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

Publisher: Kevin Steiner
Director, Global Sales
AIP Publishing LLC
1305 Walt Whitman Road
Suite 300
Melville, NY 11747-4300

Phone: +1 516 576 2639
Fax: +1 516 576 2272
E-mail: ksteiner@aip.org

Licensee: William M. Walsh
UChicago Argonne LLC
Procurement Operations Manager

Tel. +1 630-252-7045
Email: wmw Walsh@anl.gov

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This Agreement is an attachment to ICPT Agreement - BOA 6I-30482, and subject to the terms thereof. Subject to termination under Section 9, this Agreement may be amended only by consent of both Parties. The Licensee may not make any changes to this Agreement without the prior written consent of AIP. Usage reports, information on individual Authorized Users and technical and commercial information relating to the Scitation® platform are confidential and may only be disclosed to trustees, directors, officers, agents, licensed professional advisors and employees, on a "need to know" basis, of the parties, except for compliance with judicial process. The Licensee may not assign or transfer their rights under this Agreement without the prior written consent of AIP. The provisions of Sections 2, 3, 4, 5, 6, 10, 12, 13 and 14 shall survive any expiration or termination of this Agreement. Headings are for ease of reference and not for construing intent. There are no third-party beneficiaries of this Agreement, which is solely for the benefit of Publisher and Licensee.

I have read and agree to adhere to and abide by all the terms and conditions stated above, and I certify that I am authorized to sign this Agreement on behalf of the Licensee.

For the Licensee:

UChicago Argonne, LLC
Operator of Argonne National Laboratory
Name: William Walsh

Title: Procurement Operations Manager


Signature: William M. Walsh

Date: August 24, 2016

For the Publisher:

Name: Kevin Steiner

Title: Head of Global Sales and Advertising

Signature: 

Date: 8/24/16

Please mail the completed and signed Agreement to:

Arlene Gonzalez
Sales Support Manager
AIP Publishing LLC
1305 Walt Whitman Road
Suite 300
Melville, NY 11747-4300

agonzalez@aip.org
Fax +1 516-576-2272

Digital Archive Standard License Agreement
Archive Hosted by: Scitation
Version April 2015

Digital Archive Standard License Agreement

APPENDIX A: AVS Journals and Years of Publication

The AVS Digital Archive includes the following titles and dates of coverage:

ISSN 1520-8559	Journal of Vacuum Science and Technology A (1964-1998)
ISSN 2166-2754	Journal of Vacuum Science and Technology B (1964-1998)
ISSN 1055-5269	Surface Science Spectra (1964-1998)

Digital Archive Standard License Agreement

APPENDIX B: Fees for Licensed Access to AVS Digital Archive

#1182850
National Renewable Energy Lab
15013 Denver West Pkwy
Golden, CO 80401

License Fee (one-time): US \$4,128

Final amount to be invoiced by AIP when both Parties sign this Agreement: US \$4,128

Digital Archive Standard License Agreement

Appendix C: Institutional IP Addresses/Ranges

SCITATION, AIP's electronic publishing platform, enables IP-address-based access control for institutional subscribers. Access to SCITATION journal(s) from your institution will be authorized based on the IP addresses and/or ranges you provide. (It is recommended that you consult with your network administrator to determine your IP addresses, subnets, and other critical information about your institution's network configuration.)

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All information provided regarding your IP addresses will be verified by AIP, and your network contact (which must be provided below) will be contacted if additional clarification is necessary.

See Appendix F	

Please type your IP addresses/ranges in the following formats (please contact the Online Customer Support Group if you require assistance):

Class B Network: Enter the first two (network) numbers and use asterisks for the host addresses, e.g. 145.34.*.*

Class C Network: Enter the first three (network) numbers and use asterisks for the host addresses, e.g. 145.34.128.*
(Ranges are acceptable, e.g. 145.34.128.* - 145.34.149.* to indicate Class C ranges)

Single Station(s): Type all four numbers, e.g. 145.34.128.62 (Ranges are acceptable, e.g. 145.34.128.62 - 145.34.128.86 to indicate ranges of single stations) Enter your IP Addresses and/or IP Address Ranges: Please enter your fully qualified Internet domain name - the one registered with the Internet Corporation for Assigned Names and Numbers (ICANN):

Digital Archive Standard License Agreement

APPENDIX D: Formats for Transfer to Licensee under Section 2(b)

Specification on Media Format and Delivery of Electronic Files under Section 2(b)

Media Format

The electronic full text files of the Digital Archive shall be in PDF format.

Licensee will be supplied with the current DTD version and will be notified at least three months in advance of any new versions or changes to the existing version.

Media Delivery

Publisher shall deliver to Licensee the content of the Digital Archive on demand of Licensee, under the terms of Section 2(b), subject to reasonable advance notice.

Both Publisher and Licensee agree to provide their best efforts to work out any technical details, occurrences, or problems related to any media delivery within a reasonable time period.

Digital Archive Standard License Agreement

APPENDIX E: Statement of Conditions of Access to Digital Archive

Licensee is urged to post on its Internet website or to elsewhere make accessible to Authorized Users this Statement or a reasonable equivalent.

Digital Archive: Terms of Use

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APPENDIX F: List of Participating Institutions

#1182850

National Renewable Energy Lab

IPs: 192.174.37.50

192.174.37.51

192.174.37.52

Network contact information:

Name: Jennifer Abbot

Tel: 303-324-8765

Fax: 303-275-4250

Email: Jennifer.abbott@nrel.gov